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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LOUIS VUITTON MALLETTIER S.A.S.,

Case No. 2:24-cv-02015-RFB-BNW

Plaintiff,

vs.

**STIPULATED PROTECTIVE
ORDER**

BOULEVARD VENTURES LLC; 2495
RIVIERA LLC; and DENNIS TROESH,
Defendants.

1 WHEREAS, Plaintiff Louis Vuitton Malletier S.A.S. (“Louis Vuitton”
2 or “Plaintiff”) and Defendants Boulevard Ventures, LLC, 2495 Riviera, LLC, and
3 Dennis Troesh (“Defendants”) (collectively the “Parties” or, when referred to
4 individually, “Party”), believe that certain information that is or will be encompassed
5 by discovery demands by the Parties involves the production or disclosure of trade
6 secrets, confidential business information, or other proprietary information; and

7 WHEREAS, the Parties seek a protective order limiting disclosure
8 thereof in accordance with Fed. R. Civ. P. 26(c);

9 THEREFORE, it is hereby stipulated among the Parties and
10 ORDERED that:

11 1. A party and/or counsel for any party, including any Party to this
12 action and any third party, producing information or material in connection with this
13 litigation voluntarily or pursuant to a subpoena or a court order (“Producing Party”)
14 may in good faith designate for protection under this Order, in whole or in part, any
15 document, information, or material as “CONFIDENTIAL” or “CONFIDENTIAL–
16 ATTORNEY’S EYES ONLY”) (collectively “Protected Material”).

17 a. Confidential Information: A Producing Party may designate
18 material as “CONFIDENTIAL” where such material relates to
19 non-public, sensitive, proprietary, or confidential information
20 that qualifies for protection under Fed. R. Civ. P. 26(c),
21 including but not limited to: confidential technical, sales,
22 marketing, financial, or other commercially sensitive
23 information.
24

1 b. Confidential–Attorney’s Eyes Only Information: A Producing
2 Party may alternatively designate material as
3 “CONFIDENTIAL–ATTORNEY’S EYES ONLY” where such
4 material contains:

5 i. Particularly sensitive commercial or competitive information
6 that the Producing Party believes in good faith cannot be
7 disclosed to any person or entity other than those listed in
8 Paragraph 6 of this Order without creating a substantial risk
9 of harm to the Producing Party, including but not limited to
10 trade secrets, proprietary marketing, financial, sales, research
11 and development, or technical data and information,
12 information relating to future products, strategic plans,
13 settlement agreements or communications, and other
14 proprietary or commercially sensitive information;

15 ii. Customer or subscriber confidential information including
16 personally identifiable information (*e.g.*, name, physical
17 address, telephone numbers, social security number, driver’s
18 license number, and email addresses); or

19 iii. Personal information protected by applicable laws or
20 regulations, including but not limited to the Gramm-Leach-
21 Bliley Act, the Right to Financial Privacy Act, the Health
22 Insurance Portability and Accountability Act, and any other
23 applicable laws or regulations and only insofar as the
24

1 protection is mandatory under such statutory or regulatory
2 provision.

3 2. The Producing Party shall designate Protected Material as
4 “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEYS EYES ONLY” by
5 affixing a legend or stamp on such document, information, or material. The legend
6 or stamp shall be placed clearly on each page of the Protected Material (except
7 deposition and hearing transcripts) for which such protection is sought. For
8 deposition and hearing transcripts, the designations shall be made pursuant to
9 Paragraph 11 of this Order, and the legend stamp shall be placed on the cover page
10 of the transcript and any related exhibits as appropriate (if not already present on the
11 cover page of the transcript when received from the court reporter) by each attorney
12 receiving a copy of the transcript after that attorney receives notice of the designation
13 of some or all of the transcript as Protected Material.

14 3. A designation of Protected Material may be made at any time.
15 Inadvertent or unintentional production of documents, information, or material that
16 has not been designated as Protected Material shall not be deemed a waiver in whole
17 or in part of a claim for confidential treatment. Any party that inadvertently or
18 unintentionally produces Protected Material without designating it as Protected
19 Material may request the destruction of that Protected Material by notifying the
20 recipient(s), as soon as reasonably possible after the Producing Party becomes aware
21 of the inadvertent or unintentional disclosure and providing replacement Protected
22 Material that is properly designated. The recipient(s) shall then destroy all copies of
23 the inadvertently or unintentionally produced Protected Material and any documents,
24 information, or material derived from or based thereon.

1 4. “CONFIDENTIAL” documents, information, and material may
2 be disclosed only to the following persons, except upon receipt of the prior written
3 consent of the designating party, upon order of the Court, or as set forth in Paragraph
4 10 herein:

- 5 a. Outside counsel in this Action for the Parties;
- 6 b. Employees of such counsel assigned to and reasonably necessary
7 to assist such counsel in the litigation of this Action;
- 8 c. In-house counsel for the Parties who either have responsibility
9 for making decisions dealing directly with the litigation of this
10 Action, or who are assisting outside counsel in the litigation of
11 this Action;
- 12 d. Up to and including three (3) designated representatives of each
13 of the Parties to the extent reasonably necessary for the litigation
14 of this Action who have been identified to the Producing Party
15 and completed the Undertaking attached as Appendix A hereto,
16 except that either Party may in good faith request the other
17 Party’s consent to designate one or more additional
18 representatives, the other Party shall not unreasonably withhold
19 such consent, and the requesting Party may seek leave of Court
20 to designate such additional representative(s) if the requesting
21 Party believes the other Party has unreasonably withheld such
22 consent;
- 23 e. Outside consultants or experts (*i.e.*, not existing employees or
24 affiliates of a Party or an affiliate of a Party) retained for the

1 purpose of this litigation, provided that before access is given,
2 the consultant or expert has completed the Undertaking attached
3 as Appendix A hereto;

4 f. Independent litigation support services, including persons
5 working for or as court reporters, graphics or design services,
6 jury or trial consulting services, and photocopy, document
7 imaging, and database services retained by counsel and
8 reasonably necessary to assist counsel with the litigation of this
9 Action provided that those recipients are under a duty of
10 confidentiality before access is given and at all times thereafter;
11 and

12 g. The Court and its personnel.

13 5. Documents, information, or material produced pursuant to any
14 discovery request in this Action, including but not limited to Protected Material
15 designated as such, shall be used by the Parties only in this litigation of this Action
16 and shall not be used for any other purpose. Any person or entity who obtains access
17 to Protected Material or the contents thereof pursuant to this Order shall not make
18 any copies, duplicates, extracts, summaries, or descriptions of such Protected
19 Material or any portion thereof except as may be reasonably necessary in the
20 litigation of this Action. Any such copies, duplicates, extracts, summaries, or
21 descriptions shall be classified as Protected Material and subject to all of the terms
22 and conditions of this Order.

23 6. Protected Material designated “CONFIDENTIAL–
24 ATTORNEY’S EYES ONLY” may be disclosed only to the following persons,

1 except upon receipt of the prior written consent of the designating party, or upon
2 order of the Court:

- 3 a. Outside counsel in this Action for the Parties;
- 4 b. Employees of such counsel assigned to and reasonably necessary
5 to assist such counsel in the litigation of this Action;
- 6 c. Outside consultants or experts (*i.e.*, not existing employees or
7 affiliates of a Party or an affiliate of a Party) retained for the
8 purpose of this litigation, provided that before access is given,
9 the consultant or expert has completed the Undertaking attached
10 as Appendix A hereto;
- 11 d. Independent litigation support services, including persons
12 working for or as court reporters, graphics or design services,
13 jury or trial consulting services, and photocopy, document
14 imaging, and database services retained by counsel and
15 reasonably necessary to assist counsel with the litigation of this
16 Action provided that those recipients are under a duty of
17 confidentiality before access is given and at all times thereafter;
18 and
- 19 e. The Court and its personnel.

20 7. Nothing in this Order shall require production of documents,
21 information, or other material that a Party contends is protected from disclosure by
22 the attorney-client privilege, the work product doctrine, or other privilege, doctrine,
23 or immunity. If documents, information, or other material subject to a claim of
24 attorney-client privilege, work product doctrine, or other privilege, doctrine, or

1 immunity is inadvertently or unintentionally produced, such production shall in no
2 way prejudice or otherwise constitute a waiver of, or estoppel as to, any such
3 privilege, doctrine, or immunity. Any Producing Party that inadvertently or
4 unintentionally produces documents, information, or other material it reasonably
5 believes are protected under the attorney-client privilege, work product doctrine, or
6 other privilege, doctrine, or immunity may obtain the return of such documents,
7 information, or other material by promptly notifying the recipient(s) and providing
8 a privilege log for the inadvertently or unintentionally produced documents,
9 information or other material. The recipient(s) shall gather and return all copies of
10 such documents, information, or other material to the producing Party, except for
11 any pages containing privileged or otherwise protected markings by the recipient(s),
12 which pages shall instead be destroyed and certified as such to the Producing Party.

13 8. There shall be no disclosure of any Protected Material by any
14 person authorized to have access thereto to any person who is not authorized for such
15 access under this Order. The Parties are hereby ORDERED to safeguard all such
16 documents, information, and material to protect against disclosure to any
17 unauthorized persons or entities.

18 9. Nothing contained herein shall be construed to prejudice any
19 Party's rights to use any Protected Material in taking testimony at any deposition or
20 hearing provided that the Protected Material is only disclosed to a person(s) who is:

- 21 a. Eligible to have access to the Protected Material by virtue of his
22 or her employment with the Producing Party;
23 b. Identified in the Protected Material as an author, addressee, or
24 copy recipient of such information;

1 c. Although not identified as an author, addressee, or copy recipient
2 of such Protected Material, has, in the ordinary course of
3 business, seen such Protected Material;

4 d. A current or former officer, director or employee of the
5 producing Party or a current or former officer, director or
6 employee of a company affiliated with the Producing Party; or

7 e. Other persons entitled hereunder to access to Protected Material.

8 10. Protected Material shall not be disclosed to any other person
9 unless prior authorization is obtained from counsel representing the Producing Party
10 or from the Court.

11 11. Parties may, at the deposition or hearing or within 30 days after
12 receipt of a deposition or hearing or hearing transcript, designate the deposition or
13 hearing transcript or any portion thereof as “CONFIDENTIAL” or
14 “CONFIDENTIAL–ATTORNEY’S EYES ONLY” pursuant to this Order. Access
15 to the deposition or hearing transcript so designated shall be limited in accordance
16 with the terms of this Order. Until the expiration of the thirty (30) day period, the
17 entire deposition or hearing transcript shall be treated as confidential.

18 12. Any Protected Material is contained in documents that a party
19 seeks to file with the Court, that party shall file a motion to file under seal the relevant
20 excerpts constituting Confidential Material or Highly Confidential Material within
21 such documents. The parties must follow the procedural requirements of Fed. R.
22 Civ. P. 5.2, LR IA 10-5, and the requirements of *Kamakana v. City and County of*
23 *Honolulu*, 447 F.3d 1172 (9th Cir. 2006) and *Ctr. for Auto Safety v. Chrysler Grp.,*
24 *LLC*, 809 F.3d 1092, 1101 (9th Cir. 2016). Additionally, such party seeking to file

1 under seal shall, within the applicable deadline, file a redacted, unsealed version of
2 any motion, response or reply if such party is waiting for a ruling from the Court on
3 filing an unredacted, sealed version of the same document. The Parties will use their
4 best efforts to minimize such sealing. For any document filed under seal, a redacted
5 version of the document shall be filed on the public docket on the same day.

6 13. The Order applies to pretrial discovery. Nothing in this Order
7 shall be deemed to prevent the Parties from introducing any Protected Material into
8 evidence at trial of this Action, or from using information contained in Protected
9 Material at the trial of this Action, subject to any pretrial order issued by this Court
10 or other order sealing or redacting its use at trial.

11 14. A Party may request in writing to the other Party that the
12 designation given to any Protected Material be modified or withdrawn. If the
13 designating Party does not agree to re-designation within 10 days of receipt of the
14 written request, the requesting Party may apply to the Court for relief. Upon any
15 such application to the Court, the burden shall be on the designating Party to show
16 why its classification is proper. Such application shall be treated procedurally as a
17 motion to compel pursuant to Fed. R. Civ. P. 37, subject to the Rule's provisions
18 relating to sanctions. In making such application, the requirements of the Federal
19 Rules of Civil Procedure and the Court's Local Rules of Practice shall be met.
20 Pending the Court's determination of the application, the designation of the
21 designating Party shall be maintained.

22 15. Each outside consultant or expert to whom Protected Material is
23 disclosed in accordance with the terms of this Order shall be advised by counsel of
24 the terms of this Order, shall be informed that he or she is subject to the terms and

1 conditions of this Order, and shall sign an acknowledgment that he or she has
2 received a copy of, has read, and has agreed to be bound by this Order. A copy of
3 the acknowledgement form is attached as Appendix A.

4 16. To the extent that any discovery is taken of persons who are not
5 Parties to this Action (“Third Parties”) and in the event that such Third Parties
6 contended the discovery sought involves trade secrets, confidential business
7 information, or other proprietary information, then such Third Parties may agree to
8 be bound by this Order, or propose modifications to this Order if needed.

9 17. To the extent that discovery or testimony is taken of Third
10 Parties, the Third Parties may designate as “CONFIDENTIAL” or
11 “CONFIDENTIAL–ATTORNEY’S EYES ONLY” any documents, information, or
12 other material, in whole or in part, produced or given by such Third Parties. The
13 Third Parties shall have 10 after production of such documents, information, or other
14 materials to make such a designation. Deposition testimony may be designated
15 pursuant to Paragraph 11 above. Until the applicable time period lapses or until such
16 a designation has been made, whichever occurs sooner, all documents, information,
17 testimony, or other material so produced or given shall be treated as
18 “CONFIDENTIAL–ATTORNEY’S EYES ONLY,” in accordance with this Order.

19 18. The provisions of this Order shall continue to be binding after
20 final termination of this case until a Producing Party agrees otherwise in writing or
21 a court order otherwise directs. Within sixty 60 days of the final termination of this
22 Action, including any appeals, all Protected Material, including all copies,
23 duplicates, abstracts, indexes, summaries, descriptions, and excerpts or extracts
24 thereof (excluding excerpts or extracts incorporated into any privileged memoranda

1 of the Parties and materials which have been admitted into evidence in this Action),
2 shall at the Producing Party's election either be returned to the Producing Party or
3 be destroyed. The receiving Party shall verify the return or destruction by affidavit
4 furnished to the Producing Party, upon the Producing Party's request.
5 Notwithstanding the foregoing, outside counsel of record shall be entitled to
6 maintain copies of all pleadings, expert reports, motions, and trial briefs (including
7 all supporting and opposing papers and exhibits thereto), written discovery requests
8 and responses (and exhibits thereto), deposition transcripts (and exhibits thereto),
9 trial transcripts and hearing transcripts, and exhibits offered or introduced into
10 evidence at any hearing or trial, emails and their attachments, and their attorney work
11 product which refers or is related to any Protected Material for archival purposes
12 only. Any such archived copies that contain or constitute Protected Material remain
13 subject to this Order and shall be maintained in confidence by outside counsel for
14 the Party retaining the materials. This provision does not apply to the Court,
15 including court personnel and the Court's reporter. Any destruction obligations
16 under this Protective Order shall not apply to electronically-stored information in
17 archival form stored on backup tapes or computer servers that are created only for
18 disaster recovery purposes, provided that such electronic archives are not used as
19 reference materials for a receiving Party's business operations.

20 19. The failure to designate documents, information, or material in
21 accordance with this Order and the failure to object to a designation at a given time
22 shall not preclude the filing of a motion at a later date seeking to impose such
23 designation or challenging the proprietary thereof. The entry of this Order and/or the
24 production of documents, information, and material hereunder shall in no way

1 constitute a waiver of any objection to the furnishing thereof, and all such objections
2 being hereby preserved.

3 20. Any party knowing or believing that any other party or third
4 party is in violation of or intends to violate this Order and has raised the question of
5 violation or potential violation with the other party and has been unable to resolve
6 the matter by agreement may move the Court for such relief as may be appropriate
7 in the circumstances. Pending disposition of the motion by the Court, the party
8 alleged to be in violation of or intending to violate this Order shall discontinue the
9 performance of and/or shall not undertake the further performance of any action
10 alleged to constitute a violation of this Order.

11 21. Production of Protected Material by each of the Parties shall not
12 be deemed a publication of the documents, information, and material (or the contents
13 thereof) produced so as to void or make voidable whatever claim the Parties may
14 have as to the proprietary and confidential nature of the documents, information or
15 other material or its contents.

16 22. Nothing in this Order shall be construed to effect an abrogation,
17 waiver, or limitation of any kind on the rights of each of the Parties to assert any
18 applicable discovery or trial privilege.

19 23. Each of the Parties, and any Third Parties, shall also retain the
20 right to file a motion with the Court (a) to modify this Order to allow disclosure of
21 Protected Material to additional persons or entities if reasonably necessary to prepare
22 and present this Action and (b) to apply for additional protection of Protected
23 Material.

KAEMPFER CROWELL

GARMAN TURNER GORDON LLP



/s/ Steven E. Kish III

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Attorneys for Plaintiff Louis Vuitton
Malletier S.A.S.

ORDER

IT IS SO ORDERED.



UNITED STATES MAGISTRATE JUDGE

DATED: 6/23/2025

APPENDIX A

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LOUIS VUITTON MALLETTIER S.A.S.,

Plaintiff,

vs.

BOULEVARD VENTURES LLC; 2495
RIVIERA LLC; and DENNIS TROESH,

Defendants.

Case No. 2:24-cv-02015-RFB-BNW

**UNDERTAKING OF EXPERTS OR
CONSULTANTS REGARDING
PROTECTIVE ORDER**

I, _____ declare that:

1. My address is _____.

My current employer is _____.

My current occupation is _____.

2. I have received a copy of the Protective Order in this action. I have carefully read and understand the provisions of the Protective Order.

3. I will comply with all of the provisions of the Protective Order. I will hold in confidence, will not disclose to anyone not qualified under the Protective Order, and will use only for purposes of this action any information designated as “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEY’S EYES ONLY” that is disclosed to me.

4. Promptly upon termination of these actions, I will return and/or destroy all documents and things designated as “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEY’S EYES ONLY” that came into my possession,

1 and all documents and things that I have prepared relating thereto, to the outside
2 counsel for the party by whom I am employed.

3 5. I hereby submit to the jurisdiction of this Court for the purpose
4 of enforcement of the Protective Order in this action.

5 I declare under penalty of perjury that the foregoing is true and correct.

6
7 By: _____
Signature

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9 _____
Printed Name

10 Dated: _____
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